

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE
JEFFERSON CITY, MO 65101**

REQUEST NO.	2-101208BT
DATE	November 23, 2010
PAGE NO.	1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, December 8, 2010

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree
BUYER EMAIL:
Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573- 751-7482

SUPPLIES OR SERVICES

VARIOUS CONCRETE PATCHING MATERIALS

To establish a contract to furnish "Various Concrete Patching Materials" with an effective date of Notice to Proceed and ending December 31, 2011 in accordance with the following pages.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide various concrete patching materials located throughout the State of Missouri with an effective contract period of Notice to Proceed through December 31, 2011, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CST, December 8, 2010.

RFB Coordinator:

**Ms. Brenda Tyree, Senior Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City, MO 65109**

**PHONE: 573-751-7482
FAX: 573-526-1218**

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of various concrete patching materials as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Attachment A
 - 6) Terms and Conditions
- 1.2.3 This document is a rebid for RFB 2-101117BT – Various Concrete Patching Materials issued on November 3, 2010. RFB 2-101117BT – Various Concrete Patching Materials was cancelled in its entirety.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide various concrete patching materials on an as needed, if needed basis for MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with various concrete patching materials, in accordance with the following:
 - a. Concrete Patching Material, Steel Wire Bar Supports - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-92-14A and any other provisions outlined in this documents.
 - b. Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications #MGS-92-16D, #MGS-06-05D, and any other provisions outlined in this document.
 - c. Concrete Patching Material, Bonding Agent for Dowels – All materials, equipment, and/or services bid upon must comply with Standard Specification Section 1039.30 - Epoxy Resin Bonding Agents for dowels in 22 oz. Cartridges (TWIN), static mixers and retaining.

2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver various concrete patching materials as specified herein to all MoDOT Districts located throughout the State of Missouri (See Attachment A). The contractor shall deliver such concrete patching materials F.O.B. destination.
- 2.3.2 The contractor shall complete delivery within thirty (30) days after receipt of purchase order.
- 2.3.3 If requested by MoDOT, the contractor shall deliver specified concrete patching materials at an accelerated lead time.
- 2.3.4 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.4 Liquidated Damage Requirements:

- 2.4.1 The contractor shall agree and understand that providing the various concrete patching materials in accordance with the requirements stated herein is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual

requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide the various concrete patching materials in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
- c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall agree and understand that each District's decision shall be individual, final, and without recourse.
- f. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all cost associated with returning the product to the contractor shall be paid by the contractor, at no additional cost to MoDOT.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.5.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.5.6 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2011 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.6.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked “Various Concrete Patching Materials” at the following address no later than December 8, 2010 at 2:00 p.m., CST.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.2 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- 3.1.3 Bids shall be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

- 3.1.4 Cost Determination - The low bid shall be determined by multiplying the firm, fixed price with the applicable estimated quantity, to obtain a total price for each category.

- 3.1.5 Contract Award – The contract shall be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid shall be made on a “Category-by-Category” basis using the “lowest and best” principle of award.
- b. MoDOT reserves the right to reject any or all bids, and no award is final until formally approved.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

- 4.1 Various Concrete Patching Materials** - The bidder shall provide firm, fixed prices in the tables below for the original contract period. All costs associated with providing the required deliverables/services shall be included in the prices stated below. *The bidder should provide pricing for all line items (including the '0' estimated quantities) in case the current needs/situation changes. (Lead Time – 30 days)*

DISTRICT 1				
Concrete Patching Material, Steel Wire Bar Supports				
Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
001	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
002	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
003	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
004	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
005	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$
Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies				
Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
006	5700511215	Dowel bar, steel 1" x 18"	12,000	\$
007	5700511180	Washers for dowel bar, 1"	12,000	\$
008	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
009	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
010	5700500012	Dowel Basket w/Dowels 12 ft.	33	\$
Concrete Patching Material, Bonding Agent for Dowels				
Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
011	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	1,600	\$
012	3150022009	Static Mixer 9"	1,600	\$
013	3150022012	Static Mixer 12"	0	\$
014	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 2**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
015	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
016	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
017	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
018	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
019	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
020	5700511215	Dowel bar, steel 1" x 18"	4,000	\$
021	5700511180	Washers for dowel bar, 1"	4,000	\$
022	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
023	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
024	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
025	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	0	\$
026	3150022009	Static Mixer 9"	0	\$
027	3150022012	Static Mixer 12"	0	\$
028	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 3**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
029	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
030	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
031	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
032	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
033	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
034	5700511215	Dowel bar, steel 1" x 18"	0	\$
035	5700511180	Washers for dowel bar, 1"	0	\$
036	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
037	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
038	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
039	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	0	\$
040	3150022009	Static Mixer 9"	0	\$
041	3150022012	Static Mixer 12"	0	\$
042	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 4**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
043	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
044	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
045	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
046	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
047	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
048	5700511215	Dowel bar, steel 1" x 18"	3,000	\$
049	5700511180	Washers for dowel bar, 1"	3,000	\$
050	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
051	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
052	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
053	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	252	\$
054	3150022009	Static Mixer 9"	0	\$
055	3150022012	Static Mixer 12"	252	\$
056	3150022099	Retaining nuts for dowel systems	252	\$

DISTRICT 5

Concrete Patching Material, Steel Wire Bar Supports

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
057	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
058	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
059	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
060	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
061	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
062	5700511215	Dowel bar, steel 1" x 18"	0	\$
063	5700511180	Washers for dowel bar, 1"	0	\$
064	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
065	5700500011	Dowel Basket w/Dowels 11 ft.	8	\$
066	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
067	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	6	\$
068	3150022009	Static Mixer 9"	30	\$
069	3150022012	Static Mixer 12"	0	\$
070	3150022099	Retaining nuts for dowel systems	30	\$

DISTRICT 6**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
071	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
072	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
073	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
074	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
075	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
076	5700511215	Dowel bar, steel 1" x 18"	0	\$
077	5700511180	Washers for dowel bar, 1"	0	\$
078	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
079	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
080	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
081	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	0	\$
082	3150022009	Static Mixer 9"	0	\$
083	3150022012	Static Mixer 12"	0	\$
084	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 7**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
085	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
086	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
087	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
088	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
089	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
090	5700511215	Dowel bar, steel 1" x 18"	0	\$
091	5700511180	Washers for dowel bar, 1"	0	\$
092	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
093	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
094	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
095	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	0	\$
096	3150022009	Static Mixer 9"	0	\$
097	3150022012	Static Mixer 12"	0	\$
098	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 8**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
099	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
100	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
101	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
102	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
103	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
104	5700511215	Dowel bar, steel 1" x 18"	0	\$
105	5700511180	Washers for dowel bar, 1"	0	\$
106	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
107	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
108	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
109	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	0	\$
110	3150022009	Static Mixer 9"	0	\$
111	3150022012	Static Mixer 12"	0	\$
112	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 9**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
113	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	0	\$
114	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
115	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
116	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
117	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
118	5700511215	Dowel bar, steel 1" x 18"	3,000	\$
119	5700511180	Washers for dowel bar, 1"	3,000	\$
120	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
121	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
122	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
123	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	0	\$
124	3150022009	Static Mixer 9"	0	\$
125	3150022012	Static Mixer 12"	0	\$
126	3150022099	Retaining nuts for dowel systems	0	\$

DISTRICT 10**Concrete Patching Material, Steel Wire Bar Supports**

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
127	5700564000	Steel wire bar support 6"H"x 4' L chair w/runners	200	\$
128	5700545000	Steel wire bar support 4" H x 5' L chair w/runners	0	\$
129	5700555000	Steel wire bar support 5" H x 5' L chair w/runners	0	\$
130	5700565000	Steel wire bar support 6" H x 5' L chair w/runners	0	\$
131	5700575000	Steel wire bar support 7" H x 5' L chair w/runners	0	\$

Concrete Patching Material, Dowel Bars & Dowel Bar Assemblies

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
132	5700511215	Dowel bar, steel 1" x 18"	500	\$
133	5700511180	Washers for dowel bar, 1"	2,500	\$
134	5700500010	Dowel Basket w/Dowels 10 ft.	0	\$
135	5700500011	Dowel Basket w/Dowels 11 ft.	0	\$
136	5700500012	Dowel Basket w/Dowels 12 ft.	0	\$

Concrete Patching Material, Bonding Agent for Dowels

Item #	Commodity Code	Description	Estimated Quantities	Original Contract Period <i>Firm, Fixed Per Unit Price</i>
137	3150022000	Bonding agents for dowels in 22 oz. twin cartridge	300	\$
138	3150022009	Static Mixer 9"	0	\$
139	3150022012	Static Mixer 12"	0	\$
140	3150022099	Retaining nuts for dowel systems	0	\$

- 4.2 Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the original contract period prices for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

- 4.3 Accelerated Lead Time -** The bidder shall provide a firm, fixed percentage below for the original contract period and renewal period for providing the deliverables/services at an accelerated lead time After Receipt of Order (ARO). The percentage shall be computed against the CURRENT CONTRACT PRICE during the original contract period and renewal period. All costs associated with providing the required deliverables/services at an accelerated lead time shall be included in the following percentages.

15 days Lead Time - _____% above prices stated above

- 4.4 State place of manufacture and point that material will be available for inspection:**

- 4.5 State the minimum quantity for each concrete patching material type:**

Steel Wire Bar Supports _____

Dowel Bars & Dowel Bar Assemblies _____

Bonding Agent for Dowels _____

MGS-92-14A - STEEL WIRE BAR SUPPORTS



MGS-92-14A
(Page 1 of 1)
(Rev. 03-01-00)

STEEL WIRE BAR SUPPORTS MGS-92-14A

1.0 DESCRIPTION. These specifications cover the purchase of steel wire bar supports.

2.0 MATERIALS. The bar supports shall comply with the latest edition of the Manual of Standard Practice published by the Concrete Reinforcing Steel Institute.

2.1 Bar supports shall be furnished as one of the following types. Unless otherwise specified in the bid request, either Type HC or CHC will be permitted.

Type HC, Class 3 - Individual high chair

Type CHC, Class 3 - Continuous high chair

3.0 ORDERING INFORMATION.

3.1 The quantity and type is to be specified in the bid request.

3.2 The height of the support is to be specified in the bid request in 1/4" increments from 2" to 15" maximum.

4.0 CERTIFICATION. The supplier of bar chair supports shall furnish to the engineer at destination a manufacturer's certification in triplicate stating that the material furnished complies with the requirements of the Manual of Standard Practice published by the Concrete Reinforcing Institute for the type specified.

5.0 ACCEPTANCE. Inspection of the material may be made at the point of manufacture, immediate storage point, or destination at the discretion of the department.

MGS-92-16D - DOWEL BARS



MGS 92-16D
(Page 1 of 1)
(Rev. 10-17-05 ME)

DOWEL BARS MGS 92-16D

1.0 DESCRIPTION. These specifications cover the purchase of dowel bars for use in transverse joints in Portland cement concrete pavements.

2.0 MATERIALS.

2.1 Dowel bars shall be epoxy coated and comply with the requirements of the Missouri Standard Specifications for Highway Construction Section 1057, except that no grease is required.

2.2 Dowel bars shall be 1 inch in diameter.

2.3 Dowel bars shall be 18" in length.

3.0 ORDERING INFORMATION.

3.1 The quantity and district location is to be specified in the bid request.

4.0 ACCEPTANCE. Acceptance of this material will be under the PAL system as outlined in the Missouri Standard Specifications for Highway Construction Section 106.

4.1 The supplier shall obtain PAL identification numbers prior to shipment of material.

MGS-06-05D - DOWEL BAR ASSEMBLIES

EPOXY RESIN MATERIALS



MGS-06-05D

(Page 1 of 1)

(Rev. 03-15-10)

DOWEL BAR ASSEMBLIES MGS 06-05D

1.0 DESCRIPTION. These specifications cover the purchase of dowel bar assemblies for use in transverse joints in Portland Cement Concrete pavements.

2.0 MATERIALS.

2.1 Dowel bars shall be epoxy coated and comply with the requirements of the Missouri Standard Specification for Highway Construction Section 1057.3

2.2 Dowel bars shall be 1 inch in diameter.

2.3 Dowel bars shall be 18 inches in length.

2.4 The steel wire for the bar support baskets shall comply with the latest edition of the Manual of standard practice published by the Concrete Reinforcing Steel Institute.

2.5 The dowel bar assemblies shall be fabricated to meet the requirements of Missouri Standard Plan 502.10J Type A, B or C.

3.0 ORDERING INFORMATION.

3.1 The quantity, length, and type are to be specified in the bid request.

3.2 The height of the support baskets is to be determined prior to shipment in ¼ inch increments from 2 inches minimum to 15 inches maximum. The supplier shall contact the district office to determine the specific height.

4.0 ACCEPTANCE. All material under this specification shall be obtained from a source identified on the PAL designated for this specification.



**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS
(1039ERDBEP)**

Brand Name

Manufacturer

AC100 Plus
(7/02)

Power Fasteners
716 East 16th Ave.
North Kansas City, MO 64116

AC5.5 Plus
(7/02)

Power Fasteners
716 East 16th Ave.
North Kansas City, MO 64116

Anchor Gel - Two Hour Cure
(4/99) (ASTM C 881, Type 4)

CPR Products, Inc.
1250 Gravois Road
St. Louis, MO 63104

ArrowBond 1200
(1/98)

Fenton Supply Inc.
983 Gravois Road
Fenton, MO 63026

ArrowBond 1300
(1/98)

Fenton Supply Inc.
983 Gravois Road
Fenton, MO 63026

ArrowBond 1300 Fast
(1/98)

Fenton Supply Inc.
983 Gravois Road
Fenton, MO 63026

BurkEpoxy NS-RS
(8/04)

Burke By Edoco
4226 Kansas Ave.
Kansas City, KS 66106

CWC 910 Epoxy
(5/95)

Carter Waters
Box 412676
Kansas City, MO 64141

EPCON System Acrylic 7 Adhesive
(7/97)

ITW Red Head
2171 Executive Drive, Suite 100
Addison, IL 60101



CONSTRUCTION & MATERIALS

**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
EPCON System Ceramic 6 Epoxy Adhesive (7/97)	ITW Red Head 2171 Executive Drive, Suite 100 Addison, IL 60101
HIT HY-150 (5/96)	Hilti, Inc. P. O. Box 21148 Tulsa, OK 74121
HIT-HY 150 MAX (6/10)	Hilti, Inc. 12709 Century Street Overland Park, KS 66213
HTE 50 (4/10)	Hilti, Inc. 12709 Century Street Overland Park, KS 66213
Inject-Tite Fast Set (12/97)	Ankr-Tite 2415 E. 13th Place Tulsa, OK 74104
Inject-Tite Standard Set (12/97)	Ankr-Tite 2415 E. 13th Place Tulsa, OK 74104
Liquid Roc 300 Low Odor Adhesive (3/01)	MKT Fastening #1 Gunnebo Dr Lonoke, AR 72086
MO D.O.T. Pro-Poxy T-49 (3/92)	Unitex 3101 Gardner KS City, MO 64120
MP-3 Epoxy Grout (2/90)	Energy Absorption Systems, Inc. One East Wacker Drive Chicago, IL 60601
MP-3 With Cold Weather Promoter (2/90)	Energy Absorption Systems, Inc. One East Wacker Drive Chicago, IL 60601
Mark 198.3 (11/91)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139



CONSTRUCTION & MATERIALS

**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
Mark 108.8 (11/91)	Poly Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Nu Way System (8/90) (ASTM C 881, Type 4)	Nu-Way Concrete Forms, Inc. 3991 Green Park Road St. Louis, MO 63125
Paramount HVC (4/90)	Molly Fasteners 504 Mt. Laurel Ave. Temple, PA 19560
Paramount Pour (2/90)	Molly Fasteners 504 Mt. Laurel Ave. Temple, PA 19560
Polybac 1295-1 (10/92)	Polygem, Inc. 105 Carolina Drive West Chicago, IL 60185
Poly-Carb 198 (3/90)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Polyject #1605 (9/90)	Polygem, Inc. P. O.Box 609 West Chicago, IL 60185
Powers Rawl Hammer-Capsule (11/98)	Powers Fastening, Inc. 2 Powers Square New Rochelle, New York 10801
Pro-Poxy 300 (10/94)	Unitex 3101 Gardner Kansas City, MO 64120
Pro-Poxy 300 Fast (10/94)	Unitex 3101 Gardner Kansas City, MO 64120
Pro-Poxy 400 (3/02)	Unitex 3101 Gardner Kansas City, MO 64120



**EPOXY RESIN MATERIALS
 FIELD SECTION 1039 TABLE 3 Continued
 QUALIFIED MANUFACTURER AND BRAND NAMES
 BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
Quick Bond (2/91)	Prime Resins, Inc. 397 Chapman Road Lithonia, GA 30058
R-304 (8/95)	Richmond Screw Anchor Co. 417 Main Street Fenton, MO 63026
Rescon 304 (7/98)	Symons Corporation 4226 Kansas Ave. Kansas City, Kansas 66106
Rescon Gel Anchor FS	Symons Corporation 4226 Kansas Ave. Kansas City, KS 66106
Power-Fast Standard Set (3/91) (ASTM C 881, Type 4)	Power Fasteners, Inc. 2 Powers Lane Brewster, NY 10509 Marketed by: The Rawlplug Co. 4180 Meramec St. Louis, MO 63110
Rezi-Weld Gel Paste-State Unitized Cartridge (1/98)	W. R. Meadows P.O. Box 543 Elgin, IL 60121
RSE DOT (07/05)	Hilti Inc. 5400 & 122 East Avenue Tulsa, OK 74146
Sealtight Rezi-Weld Gel Paste MO (3/94)	W. R. Meadows, Inc. P.O.Box 543 Elgin, IL 60121
Sikadur 33 Epoxy Gel (4/89)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071



CONSTRUCTION & MATERIALS

**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
Simpson ETF (6/97)	Simpson Anchoring Systems 136 Official Road Addison, IL 60101
Solid Bond HR 200 (3/92)	Adhesivos Technology Corp. 8041 S. 228th, Suite 101 Kent, WA 98032
Sonneborn Epogel (11/95)	Unitex 3101 Gardner Kansas City, MO 64120
Sonneborn Rapid Gel (5/96) (ASTM C 881, Type 4)	Unitex 3101 Gardner Kansas City, MO 64120
Spec Bond 201 (6/94) (ASTM C 881, Type 4)	Conspec Marketing & Mfg Co. 636 South 66th Terrace Kansas City, KS 66111
Specpoxy 3000 FS (12/07)	Spec Chem 444-B Richmond Avenue Kansas City, KS 66101
SurePoxy 117 (1/93) (ASTM C 881, Type 4)	Kaufman Products 3811 Curtis Ave. Baltimore, MD 21226
Sure Anchor I (J-51) (12/04) (ASTM C 881, Type 4)	Dayton Superior 4226 Kansas Ave. Kansas City, KS 66106
Ultrabond Speed Set-2 (7/97)	Adhesives Technology Corp. 450 E. Copans Road Pompano Beach, FL 33064
Ultrabond 1300, A22-1300 (5/04)	Adhesives Technology Corp. 450 E. Copans Road Pompano Beach, FL 33064



**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS**

Ultrabond A1
(12/07)

Adhesives Technology Corp.
450 E. Copans Road
Pompano Beach, FL 33064

Ultrabond RT66
(12/07)

Adhesives Technology Corp.
450 E. Copans Road
Pompano Beach, FL 33064

Ultrabond 365

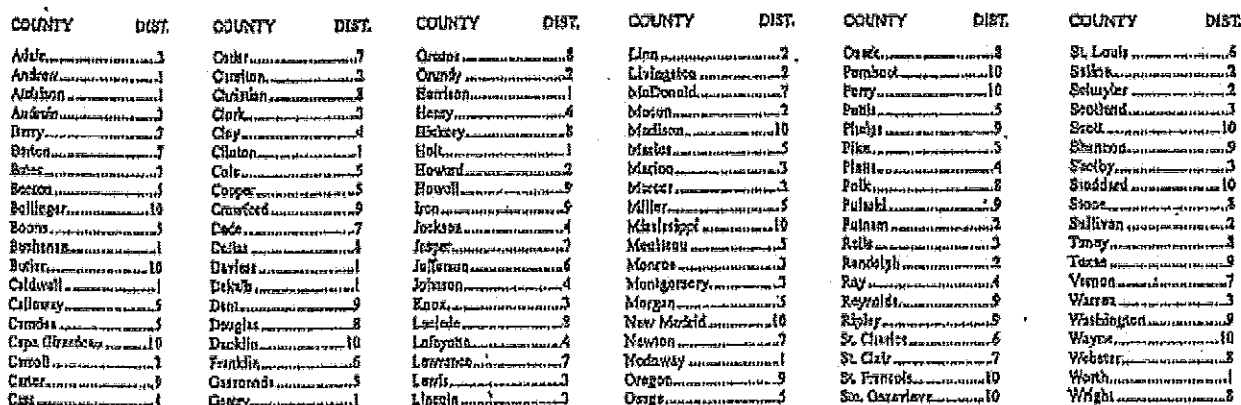
Adhesives Technology Corp.
450 E. Copans Road
Pompano Beach, FL 33064

Note: The specification for dowels does not currently require ASTM C 881, Type 4. However, there are some miscellaneous situations requiring a load bearing epoxy for bonding hardened concrete to hardened concrete or other materials. ASTM C 881, Type 4 epoxies are suitable for that and are indicated above.



CONSTRUCTION & MATERIALS

Retain this Insert for your Information
Missouri Department of Transportation
District Outline Map



ANTI-COLLUSION STATEMENT

STATE OF _____)
COUNTY OF _____) SS

_____ being first duly sworn, deposes and
says that he is _____ of
_____ **Title of Person Signing**

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder
(The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into
any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in
connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for
the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____.

Notary Public

My Commission Expires _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish **ALL** information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you must complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are not manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

NOTICE

THE DEPARTMENT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **Various Concrete Patching Materials** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Various Concrete Patching Materials** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.**
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

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- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.